

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

IN RE:	)	
	)	
BRENDA DIANE GREEN	)	Case No. 22-32508-KLP
	)	
	)	
Debtor.	)	
_____	)	

**OBJECTION OF CONSERV EQUIPMENT LEASING, LLC TO  
CONFIRMATION OF PLAN**

COMES NOW Conserv Equipment Leasing, LLC (“Conserv”) a creditor in the above-styled bankruptcy case, and files this Objection to Confirmation to the Chapter 13 Plan (the “Plan”) filed by Debtor Brenda Diane Green (the “Debtor”), and shows this Court as follows:

**BACKGROUND**

1. Conserv is a creditor of the Debtor pursuant to that certain Equipment Lease Contract No. 1125-001 dated September 1, 2021 (“Lease”) executed by BG & RJ Hauling, LLC (“BGRJ”) to Plaintiff for lease of that certain 2016 Kenworth T880 Quint-Axle Dump Truck VIN:1NKZXPTX0GJ109422 (the “Equipment”) and B. Green and G. Green execute that certain Personal Guaranty contained therein (the “Guaranty”). A true and correct copy of the Lease and Guaranty is attached hereto as **Exhibit A**.

2. Among other things, the Debtor and BGRJ promised in the Lease to “keep the Equipment free and clear of any and all liens....and...promptly at your sole cost and expense, take such action as may be necessary or appropriate to discharge any such Lien...” (Lease and Guaranty, p. 2).

3. The Lease was refinancing by that certain Note and Security Agreement (“Note”) from BGRJ to Conserv Lending, LLC (“Conserv Lending”) for the same Equipment, dated October 6,

2018, which was also guaranteed by the Debtor. A true and correct copy of the Note is attached hereto as **Exhibit B**.

4. However, on May 21, 2021, the Debtor and BGRJ had signed a Commercial Note and Security Agreement (“Mission Note”) granting Mission Financial Service Corp. (“Mission”) a lien on the Equipment to secure a Note in the amount of \$23,447.09, thus fraudulently putting a prior lien on the Equipment in violation of the representations made by the Debtor in the Lease and Note. A true and correct copy of the Mission Note and title to the Equipment showing the Mission Lien on same is attached hereto as **Exhibit C**.

5. As a result, Conserv had to pay off the amount owed to Mission on the Mission Note when it repossessed and sold the Equipment.

6. On September 12, 2022 (the “Petition Date”), the Debtor filed a Chapter 13 Bankruptcy petition in this matter.

7. The Debtor filed a Plan on September 12, 2022 [Doc. No. 3] which proposes to pay a total of \$13,200.00 into the Plan, which would pay unsecured creditors about 1%.

8. Conserv has filed a proof of claim in this case in the amount of \$98,239.50.

9. Debtor’s Schedules list a property located at 9283 Coleman Road, Mechanicsville, VA 23116 (the “Property”), which she owns half of and lists at a value of \$325,100.00, with a mortgage on it held by Nationstar Mortgage, LLC d/b/a Mr. Cooper of \$326,374.00, and a claimed exemption of just \$1.00. [Doc. No. 1].

10. Redfin values the Property at \$411,508.00. A true and correct copy of the Redfin valuation of the Property is attached hereto as **Exhibit D**.

## **OBJECTIONS**

11. Debtor's Plan does not provide for the liquidation value of the Debtor's assets to be paid to the unsecured creditors, in violation of 11 U.S.C. § 1325(a)(4), as the liquidation value of the Property would lead to a realization of Debtor's equity in the Property in the amount of at least \$30,000.00 after costs of sale, the Debtor should be required to pay at least \$30,000.00 to Debtor's unsecured creditors.

12. In addition, the Debtor's expenses are excessive, as she states that she spends \$820 per month on food-she could easily afford to cut that back and make higher payments to unsecured creditors.

13. The plan has not been proposed by the debtor in good faith, in violation of 11 U.S.C. § 1325(a)(2) and (3), as the Debtor fraudulently put another lien on the title to the Equipment and misrepresented her actions regarding same to Conserv.

WHEREFORE, in view of the foregoing, Conserv respectfully requests that the Court deny confirmation of the Plan and order such other and further relief as is just and proper.

This 8 day of November, 2022.

**THE LAW OFFICES OF RONALD S. CANTER, LLC**

/s/ Bradley T. Canter

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**Counsel for Creditor,**

**Conserv Equipment Leasing, LLC**

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**CERTIFICATE OF SERVICE**

This is to certify that I have this day served the within and foregoing **OBJECTION OF CONSERV EQUIPMENT LEASING, LLC TO CONFIRMATION OF PLAN** by the electronic case filing system and/or by depositing a true and correct copy of the same in the United States Mail, postage prepaid, addressed as follows:

Brenda Diane Green 9283 Coleman Road Mechanicsville, VA 23116	- Debtor
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And electronically transmitted to:

Veronica D. Brown-Moseley Boleman Law Firm, P.C. PO Box 11588 Richmond, VA 23230	- Counsel for Debtors
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Carl M. Bates 341 Dial 866-813-0912 Code: 8576180 P. O. Box 1819 Richmond, VA 23218	- Trustee
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John P. Fitzgerald, III Office of the US Trustee - Region 4 -R 701 E. Broad Street, Ste. 4304 Richmond, VA 23219	- U.S. Trustee
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This 8 day of November, 2022.

/s/ Bradley T. Canter  
Bradley T. Canter, Esquire, #86766